

## **TERM CONTRACT**

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#### **TITLE**

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## SUBMIT BID TO:

Department of Highway Safety and Motor Vehicles  
Neil Kirkman Building, Room B412  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0524

Telephone Number: (904) 488-8290

STATE OF FLORIDA

# INVITATION TO BID

## Bidder Acknowledgement

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pages

BIDS WILL BE OPENED

and may not be withdrawn within \_\_\_\_\_ days after such date and time.

BID NO. \_\_\_\_\_

AGENCY MAILING DATE: \_\_\_\_\_

BID TITLE: \_\_\_\_\_

STATE PURCHASING SUBSYSTEM (SPURS)  
VENDOR NUMBER \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS  
after receipt of Purchase Order

CASH DISCOUNT TERMS \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

REASON FOR NO BID \_\_\_\_\_

VENDOR MAILING ADDRESS \_\_\_\_\_

CITY - STATE - ZIP \_\_\_\_\_

AREA CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

TOLL-FREE NUMBER \_\_\_\_\_

### POSTING OF BID TABULATION

Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about \_\_\_\_\_

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.*

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
AUTHORIZED SIGNATURE (TYPED) TITLE

## GENERAL CONDITIONS

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.

2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding State of Florida holidays, unless otherwise specified.

6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid from the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by a Change Notice issued and signed by the State.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF BID PROTEST BONDING REQUIREMENTS:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
11. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
  - a) Suppliers name being removed from the Division of Purchasing vendor mailing list.
  - b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
  - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
  - c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
  - d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Division of Purchasing at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract of the supplier's negligence.
23. **FACILITIES:** The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
  - a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.
  - b) **PRINTING ADJUSTMENT, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
  - c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
  - d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
  - e) **QUALITY-PERFORMANCE ANALYSIS:** The contractor on any purchase of printing in excess of the threshold for category two shall complete and forward to the Division of Purchasing the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

NOTICE OF INTENDED AWARD

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

NAME OF BID: Maintenance on UPS, Battery and Liebert Deluxe System DATE OF POSTING NOTICE 12-8-00  
BID OR RFP # 005-01 REBID TIME 4:00 P.M.

Advertising was published in: Fax Vault and VBS web site at: http://fcn.state.fl.us

OPENING OF BIDS OR PROPOSALS

Neil Kirkman Building  
Location: Tallahassee, Florida Date: 12/08/2000 Time: 2:30 P.M.  
Opened by: Ma O'Neil Tabulated by: Brenda A. Matthews

WITNESSED BY and REPRESENTING

x John Pace

INTENDED AWARD

Vendor Power Maintenance International, Inc. Price \$214,775.40 (5 years)

Terms: \_\_\_\_\_

Lowest Bidder: ☒ Yes ☐ No

If no, Justification: \_\_\_\_\_

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void. To be effective any notice of protest or protest must be filed within the time limits set forth in this posting. In accordance with section 120.573, FS, notice is hereby provided that mediation of the administrative dispute for the type of agency action announced is not available.

CERTIFICATION

I certify that the above statements are correct. I further certify that the award of this bid is made in accordance with Section 287, Part I, Florida Statutes and Chapter 60A-1, Florida Administrative Code.

Nelda Parker  
(Signature)

12-8-00  
(Date)

Business Manager III  
(Title)

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

INFORMATION SYSTEMS ADMINISTRATION

BID NO. 005-01 REBID

SPECIFICATIONS FOR

MAINTENANCE OF AN UNINTERRIPTIBLE POWER SYSTEM

FLOODED CELL BATTERIES AND LIEBERT DELUXE

SYSTEM 3 AIR CONDITIONING UNITS

SPECIFICATIONS OFFICE

John Pace  
Sr. Computer Operations Supervisor  
Bureau of Information Services  
Neil Kirkman Building, Room D130  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0530

Mail Bids To:

Mail Questions To:

PURCHASING OFFICE

Russ Rothman, CPPO  
Bureau of Purchasing and  
Contracts  
Neil Kirkman Building, Room B412  
2900 Apalachee Parkway, MS31  
Tallahassee, Florida 32399-0524

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### **SPECIAL CONDITIONS**

**INTRODUCTION:** The State of Florida's Department of Highway Safety and Motor Vehicles, hereinafter called the State, Department, Customer, Purchaser, intends to obtain competitive bids for full service maintenance on an Uninterruptible Power System, flooded cell batteries and Liebert Deluxe System 3 Air Conditioning Units. The equipment is located in the Neil Kirkman Building in Tallahassee, Florida. The requirements presented herein represent the State's estimated needs. Equipment may be deleted from or added to this agreement as items are removed from service, or acquired, or as new equipment warranted expire.

Upon acceptance of the lowest responsive bid, the State shall enter into a contract for sixty (60) months of full service maintenance with a five (5) year renewal option contingent upon satisfactory service, unless terminated earlier by the Department under the terms provided herein, subject to an annual appropriation by the State Legislature. The Bidder's maintenance Agreement Form, or any other Form, provided by the bidder, shall not be used since the bid and the State's acceptance thereof shall constitute the complete contractual agreement. Bids containing terms and conditions conflicting with those contained in this Invitation to Bid shall be rejected.

### **MANDATORY REQUIREMENTS**

**Introduction:** The State has established certain requirements with respect to bids to be submitted by bidders. The use of "shall", "must" or "will" (except to indicate simple futurity) in this Invitation to Bid indicates a requirement or condition from which a material deviation may not be waived by the State. A deviation is material if, in the State's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the State. Material deviations cannot be waived.

The words "should" or "may" in this Invitation to bid indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.

**Submission of Mandatory Forms:** The Bid shall be signed by a representative who is authorized to contractually bind the bidder. Any addendum or answers to written questions supplied by the State to participating bidders become part of this Invitation to Bid and the resulting contract and shall include an Addenda Acknowledgement Form. This form shall be signed by an authorized company representative, dated, and returned with the bid.



Bidders shall submit their bids on or before the time indicated in the Paragraph entitled "Calendar of Events" in this Invitation to Bid, to the Purchasing Office listed on the Cover Page of this Invitation to Bid.

Bidders shall submit all pricing in the formats specified in the Section entitled, "Bid Format Instructions", of this Invitation to Bid.

All bids and cost openings are open to the public. Any bid contents will become public information upon posting of recommended award or within ten days after bid opening, whichever is earlier, except as otherwise provided by law.

**NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS:** Bids which do not meet all material requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to the State. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the ITB, and which bidders are responsible.

**PROPOSER'S INQUIRIES:** The bidder shall examine the Invitation to Bid to determine if the State's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the proposer's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the Invitation to Bid must be received in writing by the issuing purchasing office no later than **November 22, 2000.** A bidder's failure to request changes by the date described above, shall be considered to constitute bidder's acceptance of State's specifications. The State shall determine what changes to the Invitation to Bid shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this Invitation to Bid, which shall be sent to all bidders in order that all bidders shall be given the opportunity of submitting bids to the same specifications. Copies of questions and final answers, along with any changes to the ITB will be mailed to all firms who were furnished a copy of this ITB by the Department, in the form of a written addendum, as soon as reasonably practicable. Bidders submitting a bid must submit by the bidding deadline written acknowledgement of any addendum.

**DISPUTES:** Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this ITB, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all Bids, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

**DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. (ref. s. 287.134, FS, as amended by Chapter 2000-286, Laws of Florida, created by HB2127, Section 6 (2)(a) and (3)(a).

**TERMINATION FOR CAUSE:** The Department reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Department determines any of the following have occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The action or inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated;
4. There may be unilateral cancellation of the agreement by the Department if the Contractor refuses public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.F.S., and made or received by the Contractor in conjunction with this Contract.

Notwithstanding approval requirements, which may be reserved, to the Department of Highway Safety and Motor Vehicles under the contract, the Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract. The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department of Highway Safety and Motor Vehicles.

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, the Department of Highway Safety and Motor Vehicles may order the Contractor to stop immediately all work. If the contract is terminated for cause or unilaterally canceled by the Department of Highway Safety and Motor Vehicles, the Department of Highway Safety and Motor Vehicles shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

**TERMINATION BY MUTUAL AGREEMENT:** With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

**TERMINATION IN THE BEST INTERESTS OF THE STATE:** The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30 day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30 day written cancellation notice will be sent to the vendor.

**TERMINATION FOR CONVENIENCE OF THE CONTRACTOR:** The contractor may terminate the contract in its entirety at its convenience, upon 90 days notice in writing to the Contract Manager, John Pace. All of the contractor's obligations under the contract will remain in force during the 90-day notice period.

**CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION:** After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
3. Complete performance of such part of the work as shall not have been terminated by the Department; and
4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
5. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles all property and materials belonging to the Department of Highway Safety and Motor Vehicles, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department of Highway Safety and Motor Vehicles all written information regarding the performance of the contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department of Highway Safety and Motor Vehicles concurrently with such transfer or assignment shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.
6. Upon termination of the contract by the Department of Highway Safety and Motor Vehicles, the Contractor shall be deemed to have released and relinquished to the Department of Highway Safety and Motor Vehicles any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

**COST DISCUSSIONS:** Prior to the State determining whether bids have been submitted in accordance with the requirements of this Invitation to Bid, any discussion by the bidder with any employee or authorized representative of the State involving cost information will result in rejection of said bidder's response.

**VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decision, or actions shall be initiated or executed by the bidder as a result of any discussions with any State employee. Only those communications which are in writing from the Department's Purchasing Office may be considered as a duly authorized expression on behalf of the State. Also, only communications from bidders which are signed and in writing will be recognized by the State as duly authorized expressions on behalf of the bidder.

**CONTRACTUAL MANDATORIES:** A bidder's response to this Invitation to Bid shall be considered as the bidder's formal offer. The signing of the contract by the State shall constitute the State's written acceptance of the successful bid and a copy of the signed contract shall be forwarded to the successful bidder.

**BID BOND AND PERFORMANCE BOND:** Each Respondent shall submit a bid bond in the form of a cashier's check or surety bond, payable to the State of Florida in the amount of five thousand dollars (\$5,000). The bid bond will be returned to the successful vendor upon receipt of the bidder's performance bond and to unsuccessful Respondents after award. The State will not consider alternative bid and/or performance securities. The State will not reduce or delete the bid bond requirements as stipulated.

A performance bond in the amount of \$50,000 shall be provided to the State prior to contract execution. The bond must be renewed annually no later than ten (10) business days prior to the beginning of the next Contract year.

**CALENDAR OF EVENTS:** Listed below are the important actions and dates/times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates/times, it will be accomplished by addendum.

<u>Dates/Time</u>	<u>Action</u>
<u>November 17, 2000</u>	Release of Specifications
<u>November 22, 2000</u> 4:30 P.M.	Last day for recommended changes to this Invitation to Bid. Last day for written inquiries. (May be submitted earlier).
<u>November 27, 2000</u>	<u>Mail notification to bidders of acceptable/non-acceptable recommended changes to the specifications and answers to written inquiries.</u>
<u>December 5, 2000</u> 2:30 P.M.	Bid Due/Bid Opening
<u>December 8, 2000</u>	Notice of Intent to Award
<u>December 20, 2000</u>	Contract Effective Date

**BID OPENING:** Bids shall be opened in Room B410, Neil Kirkman Building at the date and time shown in the paragraph entitled "Calendar of Events".

**POSTING OF BID TABULATION:** Bid Tabulation with recommended award will be posted for review by interested parties in Room B409, Neil Kirkman Building on or about the date shown in the paragraph entitled "Calendar of Events" and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

In addition to the requirements of the paragraph entitled "Awards" of the General Conditions to this Invitation to Bid, the State shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the successful bidder.

**REJECTION OF BIDS:** Any Bid which fails to meet the mandatory requirements stated in this Invitation to Bid shall be rejected.

**ADDENDA AND ORAL PRESENTATIONS:** All addenda to this Invitation to Bid will be in writing with content and number of pages described to all bidders known to be in receipt of this Invitation to Bid. The Bidder must acknowledge receipt of all addenda per instructions in the paragraph entitled "Submission of Mandatory Forms", of this Invitation to Bid.

If deemed necessary by the State, bidders shall be required to supplement their bids with oral commentary. The State will notify bidders in the event such oral presentation is necessary.

**ECONOMY OF PRESENTATION:** Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this Invitation to Bid. Fancy binders, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the evaluation of bids, it is essential that bidders follow the format and instructions contained herein.

**BID FORMAT INSTRUCTIONS:** This section prescribes the format of the bids that are to be submitted during the procurement process. There is no intent to limit the content of the bid. Additional information deemed appropriate by the bidder should be included. However, cluttering the bid with non-relevant material only makes the evaluation more difficult. The paragraph contains instructions that describe the required format for bidder's bid. All bids submitted shall be as follows: **BID NUMBER ITB (SEALED PACKAGE)**

**BIDS:** One (1) original bid and three (3) copies shall be submitted.

All bids must be submitted in the format outlined below. Failure to conform to this prescribed format may result in rejection of the bid.

**Tab 1, Management Summary:** Bidder shall include a brief synopsis of their method of providing the maintenance service. The synopsis shall be prepared in such a manner that it will be understandable to individuals on a management level. Bidder shall address at least the following points: Human resources assigned to this contract, parts supply availability for this contract, training and personnel assigned to this contract.

**Tab 2, Certification and References:** In accordance with the requirements of this Invitation to Bid, the bidder shall provide the certification, list the references, and training documentation required by the State.

**Tab 3, Equipment Maintenance:** Bidder shall describe bidder's preventive maintenance procedures, and estimated number of hours per day, week, month, or year that will be required for preventive maintenance for each type of equipment. Bidder shall describe its "escalation" criteria and procedure when assigned service personnel are unable to resolve the problem within a reasonable time period.

**Tab 4, Bid Bond:** Required bid bond or bid guarantee shall be inserted.

**Tab 5, Supplemental Bid Sheets:** Supplemental Bid Sheets shall be appropriately initialed, signed and inserted. (See pages **SBS.1** through **SBS.7** of this Invitation to Bid).

**Tab 6, Addendum Acknowledgement Forms:** Addendum Acknowledgement Forms, if any, shall be inserted. If no Addenda Acknowledgement Forms are required, insert a statement to that effect.

**Tab 7, Cost Information:** Cost Information, TABLE's A and B shall be inserted. Bidders should include any additional cost information which may be pertinent to the bid.

**SUPPLEMENTAL BID SHEET:** Bidders shall complete and return the Supplemental Bid Sheets with their bid (Tab 5).

**ADDENDUM ACKNOWLEDGEMENT FORM:** Bidders must complete and return each Addenda Acknowledgement Form with their bid (Tab 6).

**BID EVALUATION:** Bids received shall be evaluated by the purchaser for compliance with the general and technical requirements contained herein.

Prices will be evaluated by the present value methodology required by Section 287.0572, Florida Statutes and Rule 60A-1002(7)(c), Florida Administrative Code to determine the lowest bid. The present value discount rate which will be used in the computations and evaluations is **6.30%**. The five (5) year contract period will be included in this evaluation. Bid will be awarded to responsive bidder with lowest overall total cost. The term "overall cost", as used in this paragraph shall be interpreted to include but not be limited to those costs for monthly, quarterly or annually maintenance for all equipment as adjusted with price increases, if applicable, on December 20 of each year of the term of this contract.

**STATE'S DESIGNATED OFFICE:** The State shall designate specific offices within the Bureau of Information Services with the responsibility for dealing with the Contractor in matters relating to Contractor's performance of these terms and conditions. Such designation shall be in writing and shall be given to the Contractor's liaison office prior to the effective date of the contract.

**MAINTENANCE HISTORY:** All equipment included in this Invitation to Bid has been maintained by Liebert Corporation or Power Maintenance International Inc., or by manufacturer's warranty. (Exception: The maintenance contract on the equipment expired 09/30/2000).

**ADDITIONAL EQUIPMENT:** During the term of the contract resulting from this Invitation to Bid, the State shall have the right to add equipment to the contract by amendment to contract. Contractor shall accept all such equipment at the monthly, quarterly or annually rate set forth in TABLE A of this Invitation to Bid or, if the equipment is not listed in TABLE A, at the Contractor's then published current monthly, quarterly or annually rate or at a rate acceptable to both parties.

### **PERFORMANCE MANDATORIES**

1. Contractor must provide a central dispatch office to which the State will place all calls for remedial maintenance. The central dispatch office shall have a toll free telephone number for use by the State in placing calls for remedial maintenance. Contractor must ensure sufficient telephone lines and personnel are in place in its central dispatch office to receive all calls for remedial maintenance placed by the State during the principal period of maintenance. Each call placed to the central dispatch office shall be given a unique reference number by the central dispatch office. This reference number will be used by both Contractor and State personnel when reporting required information or attempting to resolve associated problems.
2. Principal period of maintenance shall be as follows: IPM/UPS, 24 hours per day, 365 days per year, C&D Battery Bank, 24 hours per day, 5 days per week, Liebert Deluxe System 3 AC Units, 24 hours per day, 365 days per year and Power Distribution Units, 24 hours per day, 365 days per year.



3. All requests for remedial maintenance must be acknowledged to the State by the appropriate service personnel within one (1) hour after the State has placed a call for remedial maintenance to the Contractor's central dispatch office. As part of this acknowledgement, Contractor's service personnel shall give the designated State Office an estimated time of arrival. For emergency remedial maintenance the contractor must arrive at job site within twelve (12) hours or less. Any repairs must be completed by the end of the next business day (5:00 P.M.).
4. All requests for preventive maintenance will be scheduled during normal working hours (Monday – Friday). No scheduled preventive maintenance will be conducted on State holidays.
5. The scope of work to be provided for the various machines is shown on Attachment D.
6. Priorities for service calls, while generally the responsibility of the Contractor's central dispatch office and/or the appropriate Contractor supervisory personnel, may be altered by the State from time to time as the State deems necessary.
7. Cost of maintenance service shall include unlimited replacement parts except as defined in General Terms and Conditions.
8. Cost of maintenance service shall include unlimited service calls to the site during the principal period of maintenance except as defined in General Terms and Conditions.
9. Only parts approved by the original manufacturer or equivalent parts approved by the contract manager for the specific device being serviced shall be used when replacement parts are required. Any customer owned spare parts when used by the contractors, must be replaced and must be new or of same quality as new. Non-functional parts must be removed from the Department's premises and becomes the property of the vendor.
10. All personnel performing maintenance must be trained to service the equipment covered by this contract. Training shall be completed before the individual is assigned to service the equipment covered by this contract. Training shall be provided to whatever level is necessary to ensure the individual has the requisite qualifications to perform satisfactory maintenance service on the equipment. Bidder shall submit with their bid a summary of their training program. This submission shall be included in Tab 2, Certification and References.
11. Contractor shall establish an escalation procedure whereby the service personnel assigned to perform the remedial maintenance may get assistance in problem determination and/or resolution if necessary to ensure a timely repair of the device out of service. The Bidder shall submit an explanation of who (not a person, but level of assignment within organization), how, when and in what sequence higher levels of technical experts are assigned to a system problem.

12. At the time of the first remedial maintenance call, the contractor shall provide a service log to be maintained. This service log shall contain at least the information shown in ATTACHMENT B about each maintenance call made to each site.
13. Upon completing the required remedial maintenance, and before leaving the site, or before leaving the site if remedial maintenance is incomplete, Contractor's maintenance personnel shall call the State's designated office to report the site status and time of departure. In the case of incomplete remedial maintenance, Contractor's maintenance personnel shall report how and when the remedial maintenance will be completed.
14. Upon visiting the site, the contractor will verify that the site has a lightning suppressor. Lightning strikes will be covered under this maintenance agreement and will be the responsibility of the contractor to repair any damage, unless it can be shown that the proper surge protector was not in place.
15. Contractor must assume responsibility for all maintenance of the equipment shown on TABLE B. TABLE B contains specific information concerning location, model number, etc. of the equipment currently installed. The State has made every effort to ensure the accuracy and completeness of this data. However, the State does not guarantee that every piece of equipment owned by the State is included. In the event that something has been omitted from TABLE B, it will be added to the contract by amendment with an appropriate increase in monthly, quarterly or annual maintenance charges based on the cost data submitted in TABLE A.
16. Contractor must assume responsibility for maintenance of similar equipment acquired by the State during the term of this contract. (See paragraph titled "Additional Equipment" under Special Conditions.)
17. Contractor shall not be responsible for maintaining equipment under original warranty unless the Contractor is the manufacturer.
18. Amounts bid must be for each type of equipment (component, feature, RPO, etc.) for one month of maintenance service for that type of equipment. All equipment added to the contract shall be billed at this rate. When equipment is added or deleted from maintenance coverage for less than a full month, the maintenance charge for that piece of equipment for that partial month shall be 1/30 of the monthly rate for that piece of equipment times the number of days of maintenance coverage during that month.
19. State reserves the right to cancel maintenance coverage for any single piece of equipment, any number of pieces of equipment, or the entire contract upon thirty (30) days written notice to the Contractor.

20. The State reserves the right to transfer, without prior notice to the Contractor, any piece of State owned equipment from one location in a site to another location in a site or from one site to another site. The State will attempt to notify Contractor, in writing, prior to the transfer.
21. Contractor shall be notified, in writing by the State, of any equipment transferred between sites. This notification shall require the contractor to modify its' site records to indicate the correct equipment at each site and prepare a contract amendment to indicate the correct equipment at the site.
22. All calls for service shall be placed by the State's designated office to the contractor's central dispatch office. Requests for service of equipment covered by this contract, initiated by anyone other than those individuals working within the State's designated office, shall not be honored by the contractor.
23. All service which may potentially result in charges to the State in addition to the regular monthly, quarterly or annual amount paid for full service maintenance must be specifically and individually approved by the designated State office prior to the service being performed. A state purchase order shall be issued for such additional charges.
24. While the State makes every effort to confirm the need for remedial maintenance prior to placing a call for such service, there are times when the service personnel may arrive at the designated site and find no trouble. When this occurs during the principal period of maintenance there shall be no additional cost to the State.
25. Contractor must provide the State with a "Machine list" similar to those in TABLE B. In addition, any time the covered equipment at any site changes through additions, deletions, or replacements, Contractor shall provide the State with an amendment indicating the changes. The "Machine list" must be at the same level of detail as those found in TABLE B.
26. Invoices must be submitted to the State monthly, quarterly or annually in sufficient detail for proper pre-audit and post-audit thereof. (See Attachment C).
27. All invoices must be submitted for payment monthly, quarterly or annually in arrears.
28. Cost of maintenance shall include installation of all announced engineering changes applicable to any piece of equipment covered by this contract. All engineering changes which original manufacturer considers mandatory or engineering changes which original manufacturer considers necessary for safety reasons must be installed as soon as possible. Contractor shall notify the State in writing of all mandatory and safety related engineering changes.

Engineering changes which original manufacturer recommends but which are neither mandatory nor for safety reasons must be installed within a reasonable period of time after the Contractor has notified the State of such changes and the State has authorized the installation of such changes. Such notification by the Contractor and authorization by the State shall be in writing. Any engineering changes requiring equipment downtime must be coordinated through the States designated office and scheduled with the local site's supervisor.

It is the Contractor's responsibility to determine what engineering changes are available, whether they are mandatory changes, safety changes, or other changes. Furthermore, it is the Contractor's responsibility to initiate the installation of all such changes.

29. Contractor shall furnish one (1) written malfunction incident reports to the State upon completion of each maintenance call. One (1) copy of the written malfunction incident report shall be given to the John Pace, Kirkman Data Center, Room D130, Neil Kirkman Building, Tallahassee, Florida. This report shall include as a minimum the following:

- (1) Type and serial number(s) of Equipment affected;
- (2) Description of malfunction;
- (3) Date and time Contractor notified;
- (4) Date and time of Contractor's arrival;
- (5) Time spent on repair or replacement of Equipment;
- (6) Date and time of completion of repair or replacement of Equipment;
- (7) List of all parts repaired;
- (8) List of all parts replaced;
- (9) Signature of individual responsible for maintenance.

**INSPECTION OF PREMISES:** Contractor must perform an on-site inspection/evaluation of premises prior to submitting bid in order to be fully aware of the scope of contract, assessing the current status of the equipment and defining any current/future needs and how these needs will be met. For appointment to visit premises, contractors are to contact Mr. John Pace, Department of Highway Safety and Motor Vehicles, 2900 Apalachee Parkway, Neil Kirkman Building, Room D130, Tallahassee, Florida, telephone (850) 488-2451. Certification of Site Survey (Attachment A) must be completed, signed and submitted with bid.

**CERTIFICATION:** Bidder shall certify to the State, at the time the bid is submitted, that bidder has existing established service centers staffed with personnel trained to service the equipment covered by this contract

In lieu of this requirement, if bidder does not have existing established service centers, liaison office, and trained personnel, and bidder submits a plan for compliance, the required certification must be given to the State no later than two (2) weeks prior to the anticipated starting date of the contract as indicated in the paragraph of this document entitled Calendar of Events.

Failure to comply with this requirement shall result in rejection of the bid and award of the bid to the next lowest responsive bidder.

**PROBATION PERIOD:** There shall be a six (6) month probationary period beginning upon the effective date of the contract. The purpose of this probationary period is for the State to determine the effectiveness of the Contractor in responding to requests for remedial maintenance and correcting the problems. If at any time during this probationary period, in the State's sole opinion, the Contractor has been unsuccessful in meeting the needs of the State in the areas covered by this contract, and in the State's sole opinion the Contractor will be unable to correct its' deficiencies to the State's satisfaction, the State reserves the right to cancel the contract and award the bid to the next lowest responsive bidder.

**REFERENCES:** The Bidder shall furnish five (5) references with the bid including the company name, responsible person, and telephone numbers where maintenance similar (does not have to be original manufacturer equipment) to that requested in this Invitation to Bid is currently being provided. Bidder must include this information with the response to the bid (Tab 2). Adverse reference may subject the bidder's bid to be rejected by the State.

**SUBCONTRACTORS:** The satisfactory supply of services and completion of the efforts detailed herein are the responsibility of the successful bidder. Bidder must retain total responsibility in the event that Bidder elects to sub-contract certain portions of the services contracted for. The Department will communicate only with the Contractor and not any sub-contractors. Bidder shall not sub-contract, on a time and materials, or per call basis, any portion of the services contracted for. Bidder shall notify the State, in writing, of any site(s) where equipment will be maintained by a sub-contractor.

**CONTRACTOR'S INSURANCE:** The Contractor shall not commence any work in connection with the contract until he has obtained all of the following types of insurance and such insurance has been approved by the Purchaser, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

**WORKER'S COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

- |    |                                                                       |                                                       |
|----|-----------------------------------------------------------------------|-------------------------------------------------------|
| A. | Contractor's Comprehensive General Liability Coverages, Bodily Injury | \$100,000.00 Each Occurrence<br>Combined Single Limit |
| B. | Automobile Liability Coverages, Bodily Injury & Property Damage       | \$50,000.00 Each Occurrence<br>Combined Single Limit  |

Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

**SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The contractor shall require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

**LOSS DEDUCTIBLE CLAUSE:** The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

**LIMITATION OF REMEDIES:** Contractor's entire liability and the State's exclusive remedy for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to twelve (12) months maintenance charges for the specific machines under this Agreement that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in General Conditions entitled "Patents and Royalties" or to (b) claims for procurement costs or costs to cover pursuant to Division of Purchasing Rule 60A-1.006(4) entitled "Default", or to (c) claims by the State for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.

**PRIDE:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc.

Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida, 2720 Blair Stone Road, Suite G, Tallahassee, Florida 32301, telephone (850) 487-3774.

**ACCESSIBILITY FOR DISABLED PERSONS:** If a special accommodation is needed please advise no later than five working days prior to the event.

**PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **DEFINITIONS**

1. **"Equipment Failure"** shall be defined as a malfunction in equipment maintained by the Contractor that delays or prevents the State's productive use of said Equipment for the purposes for which said Equipment was installed.

2. **"Machine" or "Machines"** refers to equipment, equipment components and/or their features, model conversions, equipment elements and accessories submitted by bidder on TABLE B in response to this Invitation to Bid.
3. **"Maintenance Diagnostic Routines"** shall be defined as the diagnostic programs customarily used by the Contractor to test equipment for proper functioning and reliability.
4. **"Period of Maintenance Coverage"** shall be defined as that period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance.
5. **"Preventive Maintenance"** shall be defined as that maintenance performed on a scheduled basis by the Contractor which is designed to keep the equipment in proper operating condition.
6. **"Principal Period of Maintenance" (PPM)** shall be defined as shown on page 11 of 20.
7. **"Remedial Maintenance"** shall be defined as that maintenance to be performed by the Contractor which results from Equipment Failure and which is performed as required on an unscheduled basis.

**TABLE A:** TABLE A must be completed by the Bidder. This Table will be used by the State to determine the appropriate increase in monthly, quarterly or annual maintenance costs when additional equipment is added to the contract. This Table will be used by the State to determine the appropriate decrease in monthly, quarterly or annual maintenance costs when equipment is cancelled from the contract.

**TABLE B:** TABLE B must be completed by the Bidder. This Table identifies each current piece of equipment. Bidder shall enter the appropriate cost of monthly, quarterly or annual maintenance for each piece of equipment. Bidder shall provide a total cost for each site and a grand total. Price shown in Table B should correspond with Table A. If any conflict in price exists between Table A and Table B, the price shown in Table A shall prevail.

The State has made every effort to ensure the accuracy and completeness of this data. However, the State does not guarantee that every piece of equipment owned by the State is included. In the event that something has been omitted from TABLE B, it will be added to the contract by amendment with an appropriate increase in monthly, quarterly or annual maintenance charges based on the cost data submitted in TABLE A..



Items shown in Table B may be covered by original manufacturer's warranty period. These items would not have maintenance coverage under Terms and Conditions of this contract until the warranty period expired.

**TABLE C:** TABLE C must be completed by the bidder. This table has a space provided for the bidder to place their Maximum Annual Percentage Maintenance Increase. The space must be filled in. If the increase is zero, a zero must be shown. Also, to reduce confusion a decimal point must be shown when placing the amount in the space provided. (See Example on TABLE C).

**WARRANTY:** Equipment presently installed and under warranty agreement with original manufacturer will not be covered by this contract. The Contractor will be the primary responder to any maintenance call. If a piece of equipment is under warranty, service will not be required and the call will be non-billable. The Contractor will then notify Mr. John Pace or his designee that the unit is under warranty and not covered by maintenance. Proper personnel will then be notified by the Department of Highway Safety and Motor Vehicles to resolve the warranty problems.

**NOTICE TO CONTRACTOR:** The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

**BID LANGUAGE AND/OR PREFERENCES:** The Office of Supplier Diversity has standing to protest, pursuant to s.287.09451, in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was executed or, an agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be deemed not in "good faith."

**TABLE A**  
**Maintenance Cost for Equipment to be Maintained**

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
1. UPS – Model 6320-330E- 6320-STWK-156 Serial #8317133	<u>335.67</u>	<u>1,007.00</u>	<u>4,028.00</u>
2. Battery Plant 45- C & D Wet Cell Battery Jars Model No x T4LC15	<u>108.50</u>	<u>325.50</u>	<u>1,302.00</u>
3. Liebert Deluxe System 3 air conditioning units with fan, direct drive, air cooled condenser Liebert Unit			
#1, Model #FH219WUC10 Serial #136810-D	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#2, Model #FH219WUC10 Serial #136810-B	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#3, Model #FH219WUC10 Serial #136810-G	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#4, Model #FH219WUC10 Serial #136810-E	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#5, Model #FH219WUC10 Serial #136810-C	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#6, Model #FH219WUC10 Serial #136810-F	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#7, Model #FH199AUC10 Serial #192019-001	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#8, Model #FH199AUC10 Serial #192019-002	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>

**TABLE A (Continued)**  
**Maintenance Cost for Equipment to be Maintained**

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
#9, Model #FH199AUC10 Serial #192019-003	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#10, Model #FH199AUC10 Serial #192019-004	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#11, Model #FH075A-C00 Serial #192019-005	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#12, Model #UH199A-C00 Serial #192019-006	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#13, Model #FH075A-C00 Serial #192019-007	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#14, Model #CU-060E-C00 Serial #302409-001	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
Total A/C count is 14 units:	<u>3035.20</u>	<u>9105.60</u>	<u>36,422.10</u>
4. Liebert Power Distribution Units, 3 Units	<u>98.75</u>	<u>296.25</u>	<u>1185.00</u>

Hourly rate outside of principal period of maintenance.

\$ N/A w/ Service Agreement  
 \* Outside SOW see Attached  
 -Rate Sheet

The vendor may bid on one or more of the above referenced items.

Vendor: Power Maintenance International  
 Signature: Cathie Mullins  
 Title: Customer Representative

**TABLE B**

**EQUIPMENT LOCATION:** Department of Highway Safety and Motor Vehicles, Information Systems Administration, 2900 Apalachee Parkway, Room D130, Tallahassee, Florida 32399, telephone (850) 488-2451, Attention: John Pace

**Term:** 12/20/2000 – 12/19/2001

Equipment to be covered:

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
1. International Power Machines, UPS, Model # 6320-330E-6320- STWK-1516, Serial # 8317133	<u>335.67</u>	<u>1,007.00</u>	<u>4,028.00</u>
2. Battery Plant Maintenance 45-C&D Wet Cell Battery Jars Model No. XT4LC15 Install Date – 10/19/95 Last Inspected – 03/28/00	<u>108.50</u>	<u>325.50</u>	<u>1,302.00</u>
3. Manufacturer: Liebert Deluxe System 3 air conditioning units w/fan, direct drive, air cooled condenser.			
#1, Model #FH219WUC10 Serial #136810-D	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#2, Model #FH219WUC10 Serial #136810-B	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#3, Model #FH219WUC10 Serial #136810-G	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#4, Model #FH219WUC10 Serial #136810-E	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#5, Model #FH219WUC10 Serial #136810-C	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#6, Model #FH219WUC10 Serial #136810-F	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>

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	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
#7, Model #FH199AUC10 Serial #192019-001	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#8, Model #FH199AUC10 Serial #192019-002	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#9, Model #FH199AUC10 Serial #192019-003	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#10, Model #FH199AUC10 Serial #192019-004	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#11, Model #FH075A-C00 Serial #192019-005	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#12, Model #UH199A-C00 Serial #192019-006	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#13, Model #FH075A-C00 Serial #192019-007	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#14, Model #CU-060E-C00 Serial #302409-001	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
Total A/C count is 14 units:	<u>3035.30</u>	<u>9105.60</u>	<u>36,422.10</u>
Liebert Power Distribution Units	<u>see below</u>	<u>see below</u>	<u>see below</u> ✓
Manufacturer: Liebert (PDU) 3 Units	<u>98.75</u>	<u>296.25</u>	<u>1,185.00</u>
GRAND TOTAL		\$	<u>42,937.10</u> ✓

The vendor may bid on one or more of the above referenced items.

Vendor: POWER Maintenance International  
 Signature: Cathie Mullins  
 Title: Customer Representative

**TABLE C**

**Maximum Annual Percentage Maintenance Increase**

Annual percentage increase must remain constant for each year of the contract.

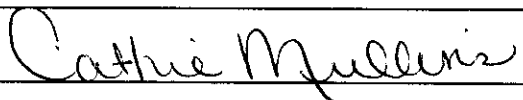
Show Maximum Annual Percentage Maintenance  
Increase in blank space provided at the right

%           .02          

Decimal point must be included.

EXAMPLE: twenty % = 20.00

Firm: Power Maintenance International

Authorized Signature: 

Title: Customer Representative

**ATTACHMENT C**

**VENDOR**

INVOICE PERIOD 12/20/2000 THROUGH 12/19/2001

**PLEASE REMIT TO**

98 ANNEX  
ATLANTA, GA 30398

**INVOICE #:** 123456  
**INVOICE DATE:** 12/20/00  
**PURCHASE ORDER #:** S01600

**INVOICE TO**

STATE OF FLORIDA/DHSMV  
2900 APALACHEE PARKWAY  
TALLAHASSEE, FLORIDA 32399

**INSTALLED AT**

2900 APALACHEE PARKWAY  
NEIL KIRKMAN BUILDING  
TALLAHASSEE, FLORIDA 32399

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
International Power Machines, UPS, Model # 6320-330E-6320- STWK-1516, Serial # 8317133	<u>335.67</u>	<u>1,007.00</u>	<u>4,028.00</u>
Battery Plant Maintenance 45-C&D Wet Cell Battery Jars Model No. XT4LC15 Install Date – 10/19/95 Last Inspected – 03/28/00	<u>108.50</u>	<u>325.50</u>	<u>1,203.00</u>
Manufacturer: Liebert Deluxe System 3 air conditioning units w/fan, direct drive, air cooled condenser.			
#1, Model #FH219WUC10 Serial #136810-D	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#2, Model #FH219WUC10 Serial #136810-B	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#3, Model #FH219WUC10 Serial #136810-G	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#4, Model #FH219WUC10 Serial #136810-E	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>

AC.1

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annual</u>
#5, Model #FH219WUC10 Serial #136810-C	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#6, Model #FH219WUC10 Serial #136810-F	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#7, Model #FH199AUC10 Serial #192019-001	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#8, Model #FH199AUC10 Serial #192019-002	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#9, Model #FH199AUC10 Serial #192019-003	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#10, Model #FH199AUC10 Serial #192019-004	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#11, Model #FH075A-C00 Serial #192019-005	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#12, Model #UH199A-C00 Serial #192019-006	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#13, Model #FH075A-C00 Serial #192019-007	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
#14, Model #CU-060E-C00 Serial #302409-001	<u>216.80</u>	<u>650.40</u>	<u>2,601.58</u>
Total A/C count is 14 units:	<u>3,035.20</u>	<u>9,105.60</u>	<u>36,422.10</u>
Liebert Power Distribution Units	<u>see below</u>	<u>see below</u>	<u>see below</u>
Manufacturer: Liebert (PDU) 3 Units	<u>98.75</u>	<u>296.25</u>	<u>1,185.00</u>

AC.2



## COST EXTENSION SHEET

This form will be completed **BY THE STATE**, for each bidder. Bid will be awarded to responsive Bidder with lowest overall total cost as computed below.

Grand Total from Table B  
(maintenance beginning 12/20/00)

\$ ~~42,957.10~~ 242  
Amount A

Amount A \_\_\_\_\_ x Maximum Annual  
Percentage Maintenance Increase 12/20/01  
(TABLE C) = \_\_\_\_\_ plus Amount A =

\$ \_\_\_\_\_  
Amount B

Percentage Maintenance Increase 12/20/02  
(TABLE C) = \_\_\_\_\_ plus Amount B

\$ \_\_\_\_\_  
Amount C

Percentage Maintenance Increase 12/20/03  
(TABLE C) = \_\_\_\_\_ plus Amount C

\$ \_\_\_\_\_  
Amount D

Percentage Maintenance Increase 12/20/04  
(TABLE C) = \_\_\_\_\_ plus Amount D

\$ \_\_\_\_\_  
Amount E

### RENEWAL OPTIONS

Amount E \_\_\_\_\_ x Maximum Annual  
Percentage Maintenance Increase July 1, 2005  
(TABLE C) = \_\_\_\_\_ plus Amount E

\$ \_\_\_\_\_  
Amount F

Amount F \_\_\_\_\_ x Maximum Annual  
Percentage Maintenance Increase July 1, 2006  
(TABLE C) = \_\_\_\_\_ plus Amount F

\$ \_\_\_\_\_  
Amount G

Amount G \_\_\_\_\_ x Maximum Annual  
Percentage Maintenance Increase July 1, 2007  
(TABLE C) = \_\_\_\_\_ plus Amount G

\$ \_\_\_\_\_  
Amount H

Amount H \_\_\_\_\_ x Maximum Annual  
Percentage Maintenance Increase July 1, 2008  
(TABLE C) = \_\_\_\_\_ plus Amount H

\$ \_\_\_\_\_  
Amount I

Amount I \_\_\_\_\_ x Maximum Annual  
Percentage Maintenance Increase July 1, 2009  
(TABLE C) = \_\_\_\_\_ plus Amount I

\$ \_\_\_\_\_  
Amount J

### COST EXTENSION SHEET

This form will be completed **BY THE STATE**, for each bidder. Bid will be awarded to responsive Bidder with lowest overall total cost as computed below.

Grand Total from Table B  
(maintenance beginning 12/20/00)

\$ 42,937.10  
Amount A

Amount A 42,937.10 x Maximum Annual  
Percentage Maintenance Increase 12/20/01  
(TABLE C) = .0290 plus Amount A =

\$ 42,945.69  
Amount B

Percentage Maintenance Increase 12/20/02  
(TABLE C) = .0290 plus Amount B

\$ 42,954.28  
Amount C

Percentage Maintenance Increase 12/20/03  
(TABLE C) = .0290 plus Amount C

\$ 42,964.87  
Amount D

Percentage Maintenance Increase 12/20/04  
(TABLE C) = .0290 plus Amount D

\$ 42,973.46 = 214,775.40  
Amount E

### RENEWAL OPTIONS

Amount E 42,973.46 x Maximum Annual  
Percentage Maintenance Increase July 1, 2005  
(TABLE C) = .0290 plus Amount E

\$ 42,982.05 = 42,955.06  
Amount F

Amount F 42,982.05 x Maximum Annual  
Percentage Maintenance Increase July 1, 2006  
(TABLE C) = .0290 plus Amount F

\$ 42,990.65  
Amount G

Amount G 42,990.65 x Maximum Annual  
Percentage Maintenance Increase July 1, 2007  
(TABLE C) = .0290 plus Amount G

\$ 42,999.25  
Amount H

Amount H 42,999.25 x Maximum Annual  
Percentage Maintenance Increase July 1, 2008  
(TABLE C) = .0290 plus Amount H

\$ 43,007.85  
Amount I

Amount I 43,007.85 x Maximum Annual  
Percentage Maintenance Increase July 1, 2009  
(TABLE C) = .0290 plus Amount I

\$ 43,016.45  
Amount J

Power Maintenance Int'l, Inc. (Rebid) 005-01

PRESENT VALUE DATA						
Vendor:					Total Payment	\$214,775.40
Annual Rate:		6.30%			Total NPV	\$211,524.92
					Total Qty	10
Year	Month	Per Unit	Qty	Payment Dollars	Present Value	
1	1	\$42,937.10	1	\$42,937.10	\$42,719.05	
1	2	\$42,945.69	1	\$42,945.69	\$42,510.61	
1	3	\$42,954.28	1	\$42,954.28	\$42,303.19	
1	4	\$42,964.87	1	\$42,964.87	\$42,098.74	
1	5	\$42,973.46	1	\$42,973.46	\$41,893.32	
1	6	\$0.00	1	\$0.00	\$0.00	
1	7	\$0.00	1	\$0.00	\$0.00	
1	8	\$0.00	1	\$0.00	\$0.00	
1	9	\$0.00	1	\$0.00	\$0.00	
1	10	\$0.00	1	\$0.00	\$0.00	
1	11	\$0.00	0	\$0.00	\$0.00	
1	12	\$0.00	0	\$0.00	\$0.00	
2	1	\$0.00	0	\$0.00	\$0.00	
2	2	\$0.00	0	\$0.00	\$0.00	
2	3	\$0.00	0	\$0.00	\$0.00	
2	4	\$0.00	0	\$0.00	\$0.00	
2	5	\$0.00	0	\$0.00	\$0.00	
2	6	\$0.00	0	\$0.00	\$0.00	
2	7	\$0.00	0	\$0.00	\$0.00	
2	8	\$0.00	0	\$0.00	\$0.00	
2	9	\$0.00	0	\$0.00	\$0.00	
2	10	\$0.00	0	\$0.00	\$0.00	
2	11	\$0.00	0	\$0.00	\$0.00	
2	12	\$0.00	0	\$0.00	\$0.00	
3	1	\$0.00	0	\$0.00	\$0.00	
3	2	\$0.00	0	\$0.00	\$0.00	
3	3	\$0.00	0	\$0.00	\$0.00	
3	4	\$0.00	0	\$0.00	\$0.00	
3	5	\$0.00	0	\$0.00	\$0.00	
3	6	\$0.00	0	\$0.00	\$0.00	
3	7	\$0.00	0	\$0.00	\$0.00	
3	8	\$0.00	0	\$0.00	\$0.00	
3	9	\$0.00	0	\$0.00	\$0.00	
3	10	\$0.00	0	\$0.00	\$0.00	
3	11	\$0.00	0	\$0.00	\$0.00	
3	12	\$0.00	0	\$0.00	\$0.00	
4	1	\$0.00	0	\$0.00	\$0.00	
4	2	\$0.00	0	\$0.00	\$0.00	
4	3	\$0.00	0	\$0.00	\$0.00	
4	4	\$0.00	0	\$0.00	\$0.00	
4	5	\$0.00	0	\$0.00	\$0.00	
4	6	\$0.00	0	\$0.00	\$0.00	
4	7	\$0.00	0	\$0.00	\$0.00	
4	8	\$0.00	0	\$0.00	\$0.00	
4	9	\$0.00	0	\$0.00	\$0.00	
4	10	\$0.00	0	\$0.00	\$0.00	
4	11	\$0.00	0	\$0.00	\$0.00	
4	12	\$0.00	0	\$0.00	\$0.00	
5	1	\$0.00	0	\$0.00	\$0.00	
5	2	\$0.00	0	\$0.00	\$0.00	
5	3	\$0.00	0	\$0.00	\$0.00	
5	4	\$0.00	0	\$0.00	\$0.00	
5	5	\$0.00	0	\$0.00	\$0.00	
5	6	\$0.00	0	\$0.00	\$0.00	
5	7	\$0.00	0	\$0.00	\$0.00	
5	8	\$0.00	0	\$0.00	\$0.00	
5	9	\$0.00	0	\$0.00	\$0.00	
5	10	\$0.00	0	\$0.00	\$0.00	
5	11	\$0.00	0	\$0.00	\$0.00	
5	12	\$0.00	0	\$0.00	\$0.00	

**ATTACHMENT D**  
**SCOPE OF WORK**  
**FLOODED CELL**  
**BATTERY FOUR PM'S**

**SCOPE OF WORK**

The service provider, a field service engineer, will perform "Scheduled Battery Maintenance Services" to assist the "Customer" in the care and maintenance of stationary batteries used and operated in conjunction with an uninterruptible power system (UPS) or battery charge system.

- A. Customer Obligation
  - Once a month, check and record and report the conditions of the batteries to service provider.
  - 1. General appearance of battery cells
  - 2. Cracked or leaking cells
  - 3. Any signs of corrosion at the terminals and/or connectors
  - 4. Ambient temperature of room
  
- B. Replacement of cells, parts such as inter-cell connecting hardware, straps, cables and/or corrective maintenance shall be resolved under the applicable terms and conditions of the battery manufacturers provision related to defects in materials and workmanship. Any applicable cell and parts removal and installation and/or corrective maintenance performed by the service provider will be billed in addition to the agreement price on a time and materials basis.
  
- C. Battery Maintenance Procedures
  - 1. Perform quarterly "PM" task
  - 2. Provide inspections report and recommendations
  - 3. Quarterly "PM" will include the following:
    - a. Measure and record specific gravity (corrected to 77 degrees F) on all cells
    - b. Measure and record each cell float voltage and total battery voltage using a calibrated digital voltmeter
    - c. Record electrolyte temperature on every 10<sup>th</sup> cell plus monitor the same cell over a one (1) year period
    - d. Visually inspect conditions/appearances of the following:
      - 1. Cell electrolyte levels
      - 2. Connection terminals, inter-cell unit connectors, cables, and hardware
      - 3. Cell elements
      - 4. Cell covers, containers, port seals, gravity tubes, safety vents and flash arrestors
      - 5. Battery racks

**D. Annual Inspection**

Annual inspection will include the same order as the quarterly inspection plus the following:

1. Measure and record each inter-cell terminal and cable connection using a micro-ohmmeter for verification of connection resistance are within 20% of the average contact resistance.
2. Re-torque all batteries electrical connection to OEM recommendation
3. Clean and neutralize all accessible cell surfaces and add battery manufacturers approved water to the battery cells as required to maintain electrolyte levels between high and low level marks
4. Verify the integrity of the battery and rack hardware.
5. Measure and record or check the following:
  - a. Measure and record every cell terminal voltage
  - b. Measure and record total voltage per cabinet/rack
  - c. Measure and record ambient room temperature
  - d. Measure and record charger current and voltage output
  - e. Check jars and covers for signs of leakage
  - f. Check for corrosion on terminal post or connectors
  - g. Check for general appearance and cleanliness of the battery room

**ATTACHMENT D**  
**SCOPE OF WORK**  
**LIEBERT DELUXE SYSTEM 3 AIR CONDITIONING**  
**ANNUAL INSPECTION SERVICE**

1. Examine, clean and adjust all directly associated protective and operating controls.
2. Meg compressor motor on unit.
3. Measure super heat and adjust.
4. Check and adjust hot gas bypass.
5. Check and inspect starters and contacts.
6. Inspect and tighten electrical connections.
7. Spectagrophic oil analysis. (If indicated in agreement).
8. Leak test machine, if refrigerant charge indicates low refrigerant.
9. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
10. Adjust belt tension on blower motor.
11. Lubricate motor and blower bearings.
12. Inspect condensate drain pan to make sure drain lines are open. If conditions warrant we will add algicide pills to keep drain pan clean at owners expense.
13. Check all electrical system interlocks.
14. Check starter contacts, relays, breakers fuses.
15. Check condenser pressure vs temperature check for non-condensibles.
16. Check unloaders operation.
17. Check crankcase oil heaters.
18. Verify clean condenser tubes or fins.

**(Annual Inspection Services – Continued)**

19. Check general condition of equipment and make recommendations.
20. Review operating procedures with operating personnel.
21. Provide written report on activities completed and indicate all detected deficiencies.

**SEMI-ANNUAL INSPECTION SERVICE**

1. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
2. Check refrigerant charge through our diagnostic readings.
3. Check general condition of equipment and make recommendations.
4. Review operating procedures with operating personnel.
5. Adjust belt tension on blower motor.
6. Lubricate motor and blower bearings.
7. Inspect condensate drain pan to make sure drain lines are open. If conditions warrant we will add algicide pills to keep drain pan clean at owners expense.
8. Check starter contacts, relays, breakers, fuses.
9. Check condenser pressure vs temperature check for non-condensibles.
10. Check unloaders operation.
11. Verify clean condenser tubes or fins.
12. Check gauges for calibration.
13. Check flow rates.
14. Provide written report on activities completed and indicate all detected deficiencies.

### **QUARTERLY INSPECTION SERVICE**

1. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
2. Check refrigerant charge through our diagnostic readings.
3. Check general condition of equipment and make recommendations.
4. Review operating procedures with operating personnel.
5. Check condenser pressure vs temperature check for noncondensibles.
6. Check unloaders operation.
7. Verify clean condenser tubes or fins.
8. Provide written report on activities completed and indicate all detected deficiencies.

### **MONTHLY INSPECTION SERVICE**

1. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
2. Check refrigerant charge through our diagnostic readings.
3. Check general condition of equipment and make recommendations.
4. Review operating procedures with operating personnel.
5. Check condenser pressure vs temperature check for noncondensibles.
6. Check unloaders operation.
7. Verify clean condenser tubes or fins.
8. Provide written report on activities completed and indicate all detected deficiencies.



**SCOPE OF WORK**  
**Uninterruptible Power Supply**

- (A) ITEMS PERFORMED STRICTLY DURING THE ANNUAL INSPECTIONS, OTHERS ITEMS ARE PERFORMED DURING BOTH ANNUAL AND SEMI-ANNUAL INSPECTION.

**DESCRIPTION OF SERVICES:**

**SYSTEM**

1. Replace air filters as needed: Filters to be provided by vendor if applicable.
- (A) 2. Clean the interior of the system.
- (A) 3. Check internal connections for proper torque.
4. Perform thermal scan of all breakers and power connections.

**RECTIFIER**

1. Record input/output Voltages and Currents.
2. Verify proper float and equalize settings for installed battery plant.
3. Verify AC ripple voltage is within tolerance on the filtered DC bus.
- (A) 4. Verify system alignments are within factory specifications.

**INVERTER**

1. Record input/output Voltages and Currents.
- (A) 2. Verify proper operation of inverter.
- (A) 3. Verify system alignments are within factory specifications.
- (A) 4. Verify DC currents on output of each inverter power stage.

**STATIC SWITCH**

1. Record Inverter input voltage and currents to Static Switch.
2. Record Bypass input voltage and currents to Static Switch.
3. Record Static Switch output voltages and currents.
- (A) 4. Verify proper operation of static switch.
- (A) 5. Verify system alignments are within factory specifications.

**POWER SUPPLIES**

- (A) 1. Verify proper output voltage of each internal power supply.
- (A) 2. Check for proper filtering of power supply output voltage.
- (A) 3. Confirm power supply redundancy if applicable.
- (A) 4. Adjust power supply output levels as required.

**GENERAL**

1. Check for proper fan operation.
2. Verify remote monitoring operation if installed.
3. Inspect general overall condition of battery plant.
4. Verify general environmental conditions of system as being maintained to manufacturer's recommendations.

## ATTACHMENT D

### SCOPE OF WORK Power distribution Unit (PDU)

1. Filters must be provided by vendor, if applicable.
2. Clean the interior of the system. See Note 1.
3. Inspect and correct as necessary all internal connections for proper torque. Includes Transformer, bus bars, breakers, junctions boxes, and options wiring. See Note below.
4. Micro-ohm system breakers. See Note below.
5. Thermal scan all internal connections for overtemp conditions. Includes Transformer, bus bars, breakers, junctions boxes, and options wiring.
6. Record input/output Voltage and Current. Verify PDU Output Load does not exceed unit rating. Measure Neutral and Ground Currents. Verify Neutral Current does not exceed Neutral conductor capacity.
7. Inspect and correct as necessary all system alignments.
8. Inspect and correct as necessary local monitoring (+/-2% specified).
9. Inspect and correct as necessary proper output voltage for each internal power supply (+/-1% specified).
10. Inspect and correct as necessary proper filtering of power supply output voltage.
11. Confirm power supply redundancy if applicable.
12. Check for proper fan operation, if installed.
13. Verify remote monitoring operation if installed.
14. Inspect and correct as necessary all operation of local and remote Emergency Power Off (EPO) controls and alarms. See Note below.
15. Provide remedial service response as contract customer on 24 hours a day, 7 days a week basis.

#### NOTES:

1. Requires removing all power from the PDU input and output.
2. Tests of control functions only maybe be performed without loss of PDU output to critical loads.
3. All corrective actions required in notes 1 and 2 will be scheduled outages at the customer convenient and coordinated to ensure minimal downtime to the customer online systems.

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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VENDOR'S SIGNATURE

BID: 005-01 REBID  
ITEM: UPS, Batteries & Liebert  
Deluxe System  
DATE: DECEMBER 5, 2000  
TIME: 2:30 P.M.

### CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline.

- \_\_\_\_\_ 1. Invitation to Bid/Bidder Acknowledgment, the PUR 7028 cover sheet, filled out and signed.
- \_\_\_\_\_ 2. Page 8 of 20 of the ITB Bid Bond and Performance Bond.
- \_\_\_\_\_ 3. Page 15 of 20 of the ITB, Certification of Site Survey (Attachment A).
- \_\_\_\_\_ 4. Page 15 of 20, of the ITB, Certification of existing service center.
- \_\_\_\_\_ 5. Page 16 of 20, of the ITB, References.
- \_\_\_\_\_ 6. Page 19 of 20 of the ITB, Table A, B & C, with your price, company name, signature and title.
- \_\_\_\_\_ 7. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
- \_\_\_\_\_ 8. Certification of Drug Free Workplace, if applicable.

NOTE: Address your bid to the "Submit Bids To" address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

For a list of all current DHSMV bid/proposal solicitations visit our home page at <http://www.hsmv.state.fl.us/purchasing>.

Prepared by: Mark Lovell  
Title: Purchasing Agent II  
Telephone: (850) 488-4656



**State of Florida**  
**DEPARTMENT OF**  
**HIGHWAY SAFETY AND MOTOR VEHICLES**

**FRED O. DICKINSON**  
Executive Director

December 4, 2000

**JEB BUSH**  
Governor  
**KATHERINE HARRIS**  
Secretary of State  
**BOB BUTTERWORTH**  
Attorney General  
**ROBERT F. MILLIGAN**  
Comptroller  
**BILL NELSON**  
Treasurer and  
Insurance Commissioner  
**BOB CRAWFORD**  
Commissioner of Agriculture  
**TOM GALLAGHER**  
Commissioner of Education

Addendum #1  
ITB #005-01  
Maintenance on UPS, Batteries and Liebert Deluxe Systems  
Due 2:30 PM, December 8, 2000

Dear Sir or Madam,

The subject Invitation to Bid is hereby amended as follows:

Page 8, Calendar of Events: The "Bid Due/Bid opening date is moved from December 5, 2000 to December 8, 2000 at 2:30 PM.

It will not be necessary to sign and return a copy of this Addendum #1.

All other terms and conditions remain unchanged.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, Any notice of protest or protest to this solicitation which was filed prior to this notice is null and void.

Sincerely,

Russ Rothman  
Chief, Bureau of Purchasing & Contracts

RR/mdl

Cc: Mr. Johnny Pace  
Mr. Roy Gifford



## POWER MAINTENANCE INTERNATIONAL, INC.

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December 7, 2000

Mr. Russ Rothman, CPPO  
Bureau of Purchasing and Contracts  
Neil Kirkman Building Room B412  
2900 Apalachee Parkway, MS31  
Tallahassee, Florida 32399-0524

Reference: Power Maintenance International Quotation No.: Q1000415

Dear Mr. Rothman,

In accordance with your request, PMI is pleased to submit the enclosed quotation for your review and consideration. If we are favored with award of this order, it is our intention to perform service in accordance with your requirements and the attached Scopes of Work.

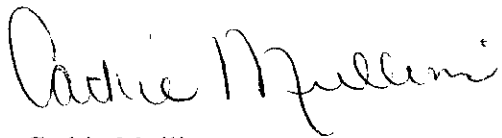
PMI is a maintenance and engineering company specializing in computer UPS power, power conditioning and power distribution products. We have offices coast to coast and offer an alternative to the high cost of site engineering and service offered by the original equipment manufacturer. PMI is uniquely qualified to provide maintenance services as described in your RFQ. The many advantages of PMI services include:

- -Prompt emergency response through our nationwide dispatch service center
- -Depot and remote parts coverage
- -An experienced, strategically located field support staff, backed up by our 24-hour Technical Support and Engineering department
- -A complete Battery Department with full analytical and replacement capabilities
- -Independent consultation access, with obligation to **Department of Highway Safety & Motor Vehicle** rather than to any particular manufacturer
- -Long-term experience with similar accounts, i.e., Florida Department of Transportation, Office Depot, University of Miami, et al.

We need to make note of the statement on TA.2 where we have stated that there is no charge for hourly rate outside of principal period of maintenance. We offer a full service maintenace agreement, that has 24 x 7 coverage. For any services outside described in the statement of work, the attached rate sheet will apply.

PMI is dedicated to providing quality service and equitable rates that will encourage our customers to remain with us year after year. We are looking forward to working with your company and believe PMI will be a major asset to you operation.

Sincerely,

A handwritten signature in black ink, reading "Cathie Mullins". The signature is written in a cursive, flowing style with a large initial 'C'.

Cathie Mullins  
Customer Representative



## POWER MAINTENANCE INTERNATIONAL, INC.

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### Tab 1, Management Summary:

Service will be provided for the UPS, PDU and batteries listed in this maintenance agreement by personnel factory level trained in the operation and maintenance of this equipment. PMI service coordinators, through correspondence with site contacts, schedule PM services as they become due. Emergency services are made available through a 24-hour hotline. Personnel assigned to this account can be dispatched from many locations in Florida and Georgia. Many of the replacement parts that may be required are stocked in various locations in this and other regions, but primary stocking of all parts is maintained at PMI headquarters in Mesquite, Texas. Customer purchase of emergency spare parts is recommended to prevent extended down time if repair parts need to be shipped to site from headquarters or another remote location.

### Tab 3, Equipment Maintenance:

Preventative maintenance provided will meet or exceed those recommended by equipment manufacturer. It is estimated that 32 to 36 hours per year, excluding travel, will be required for normal maintenance on the UPS, PDU and battery systems. Approximately 4 to 6 hours of off-line (bypass) time for the UPS is required for the annual PM. This will not affect your connected loads, other than leaving them exposed to normal, unprotected utility power. The air handling systems will require 192 hours for maintenance.

PMI's standard service escalation procedure is as follows:

#### **Field Engineer On-Site and Problem is not identified and no corrective action initiated:**

2 Hours - Regional Service Manager notified  
and Technical Support Duty Engineer dispatched as needed.

4 Hours – National Service Manager notified

6 Hours – Vice President Customer service notified.

8 Hours - Senior Management Response Team  
(includes President, Vice President of Operations, and others as deemed necessary)  
notified and dispatched as needed.





## POWER MAINTENANCE INTERNATIONAL, INC.

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December 1, 2000

Department of Highway Safety  
& Motor Vehicles Info. Syst. – Florida  
Attn: Johnny Pace  
2900 Apalachia Parkway  
Tallahassee, FL 32399-0530

Dear Mr. Pace:

These letters is to certify that Alan Smith and Mike LaPlante have received formal training provided by Power Maintenance International on IPM equipment and are fully qualified to service and maintain IPM Front Access and similar equipment.

Craig Seymour and Glen Alley have received on-the-job training and have limited experience but are certified to perform general maintenance on the equipment.

If you have any further questions please feel free to contact me.

Sincerely,

Timothy Wm. Thomas  
National Training Manager

## RECIPROCATING/SCROLL INSPECTION GUIDELINES

### ANNUAL INSPECTION SERVICE

1. Examine, clean and adjust all directly associated protective and operating controls.
2. Mag compressor motor on unit.
3. Measure super heat and adjust.
4. Check and adjust hot gas bypass.
5. Check and inspect starters and contacts.
6. Inspect and tighten electrical connections.
7. Spectrographic oil analysis. (If indicated in agreement.)
8. Leak test machine, if refrigerant charge indicates low refrigerant.
9. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
10. Adjust belt tension on blower motor.
11. Lubricate motor and blower bearings.
12. Inspect condensate drain pan to make sure drain lines are open. If conditions warrant we will add algaecide pills to keep drain pan clean at owners expense.
13. Check all electrical system interlocks.
14. Check starter contacts, relays, breakers fuses.
15. Check condenser pressure vs temperature check for noncondensibles.
16. Check unloaders operation.
17. Check crankcase oil heaters.

(Annual Inspection Services - Continued)

18. Verify clean condenser tubes or fins.
19. Check general condition of equipment and make recommendations.
20. Review operating procedures with operating personnel.
21. Provide written report on activities completed and indicate all detected deficiencies.

SEMI-ANNUAL INSPECTION SERVICE

1. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
2. Check refrigerant charge through our diagnostic readings.
3. Check general condition of equipment and make recommendations.
4. Review operating procedures with operating personnel.
5. Adjust belt tension on blower motor.
6. Lubricate motor and blower bearings.
7. Inspect condensate drain pan to make sure drain lines are open. If conditions warrant we will add algaecide pills to keep drain pan clean at owners expense.
8. Check starter contacts, relays, breakers, fuses.
9. Check condenser pressure vs temperature check for noncondensibles.
10. Check unloaders operation.
11. Verify clean condenser tubes or fins.

(Semiannual Inspection Services - Continued)

12. Check gauges for calibration.
13. Check flow rates.
14. Provide written report on activities completed and indicate all detected deficiencies.

QUARTERLY INSPECTION SERVICE

1. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
2. Check refrigerant charge through our diagnostic readings.
3. Check general condition of equipment and make recommendations.
4. Review operating procedures with operating personnel.
5. Check condenser pressure vs temperature check for noncondensibles.
6. Check unloaders operation.
7. Verify clean condenser tubes or fins.
8. Provide written report on activities completed and indicate all detected deficiencies.

MONTHLY INSPECTION SERVICE

1. Record and provide to our customer a running log of pertinent system temperatures and pressures necessary to determine the existing operating characteristics of the system.
2. Check refrigerant charge through our diagnostic readings.

(Monthly Inspection Services - Continued)

3. Check general condition of equipment and make recommendations.
4. Review operating procedures with operating personnel.
5. Check condenser pressure vs temperature check for noncondensables.
6. Check unloaders operation.
7. Verify clean condenser tubes or fins.
8. Provide written report on activities completed and indicate all detected deficiencies.



## POWER MAINTENANCE INTERNATIONAL, INC.

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The following PMI customer Reference List is provided for your use in confirming whether PMI is the right service provider for you and your company. If you desire more names and numbers, please do not hesitate to ask.

**Florida Area**  
**REFERENCE ACCOUNTS**  
As of 8/17/00

Administrative Services, Inc.	Don Pitkus	305-595-4040
Baptist Hospital Of Miami	Richard Jochenning	305-596-1960
Fiserv, Incorporated	Dennis Hartman	407-299-5400
Ryder Systems, Inc.	Tim Napolitano	305-500-3863
University of Miami Physical Plant	Virginia Newell	305-361-4066



## POWER MAINTENANCE INTERNATIONAL, INC.

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**The following PMI customer Reference List is provided for your use in confirming whether PMI is the right service provider for you and your company. If you desire more names and numbers, please do not hesitate to ask.**

### NATIONAL ACCOUNTS

Reference List

As of 8/17/00

Allied Signal Technical Services (Goddard Space Flight Center SGSFC)	Jim Bouras Ray Hart Tom Bacon	301-286-2344 301-286-7184 301-286-3059
AT&T	John Stright	703-713-7979
City of Los Angeles Department of Airports	John Arevalo Tony Emery Steve Klein	213-485-5619 818-756-8641 310-646-4264
GTE Directories	Jerry Morrow	972-453-6428
United Airlines (Galileo International)	Les Mullens	303-779-2328
U. S. Sprint Communications Corporation	Jennifer Ostmeyer Boone Reitz	816-854-5432 972-405-1670

## POWER MAINTENANCE INTERNATIONAL

### Time and Material Rate Sheet for Contract Customers

Time and material charges that are invoiced as a result of work performed by PMI service engineers for items **beyond the scope** of the service contract. Service is available 24 hours / day, 365 days / year.

There will be no scheduled maintenance performed on the following national holidays: New Years, Easter and December 24, 25 and 26.

#### Travel & On Site Labor Rates

A.1 UPS Services	Mon – Fri	Mon – Fri	Saturday	Sun – Holiday
	8 am – 5 pm	5 pm – 8 am		
	\$85.00/Hr.	\$125.00/Hr.	\$125.00/Hr.	\$125.00/Hr.
Depot Repair	\$45.00/Hr.			

A.2 Battery Services	Mon – Fri	Mon – Fri	Saturday	Sun – Holiday
	8 am – 5 pm	5 pm – 8 am		
	\$50.00/Hr.	\$75.00/Hr.	\$75.00/Hr.	\$75.00/Hr.

- B. Expenses:** Billed at actual cost incurred for all travel, lodging, meals (not to exceed \$25.00 per day per engineer) and incidentals.
- Auto mileage, if needed, will be billed at \$0.40 per mile.
- C. Materials:** Current pricing
- D. Same Day Response:** No charge, subject to availability.
- E. Minimum Labor Billing:** Four (4) hours
- F. Calculation of Charges:** Portal to Portal
- G. Expediting Charge:** To be determined
- H. Minimum Parts Billing:** None
- I. Maintenance Contracts:** Please call for specific pricing
- J. Payment Terms:** Net 10 days



**APPENDIX III**  
**FLOODED CELL**  
**BATTERY MAINTENANCE AGREEMENT**  
**Statement of Work**  
**Four PM's**

**A. SCOPE OF WORK:**

PMI will provide a field service engineer to perform "Scheduled Battery Maintenance Services" to assist Customer in the care and maintenance of stationary batteries used and operated in conjunction with an uninterruptible power system (UPS) or battery charger system.

**B. TERM:**

The "Battery Maintenance Agreement" as provided shall remain in effect for the period indicated on Appendix I of this agreement. Battery maintenance does require the Customer to remain active in the day-to-day routines recommended by the battery manufacturer.

**C. CUSTOMER OBLIGATION:**

1. Once a month, check and record the following conditions:
  - a. General appearance of battery cells.
  - b. Cracked or leaking cells.
  - c. Any signs of corrosion at the terminals and/or connectors.
  - d. Ambient temperature of room.
  - e. Record of power failures, shutdown and/or other uses of batteries and time and load run.

**D. SITE ACCESSIBILITY:**

The PMI field service engineer shall have reasonable access to the site and to all Customer battery maintenance records.

**E. LIMITATIONS:**

By performance of battery maintenance as set forth in the terms of this agreement, PMI makes no additional or extended guarantees, warranty or representation either expressed or implied with respect to the batteries, the quality of the material, equipment, or workmanship in the products in connection with any guarantee, warranty or representation as may have been applied in favor of the Customer at any time or otherwise by the battery manufacturer.

Replacement of cells, parts such as inter-cell connecting hardware, straps, cables and/or corrective maintenance shall be resolved under the applicable terms and conditions of the battery manufacturer's warranty provisions related to defects in materials and workmanship. Any applicable cell and parts removal and installation, and/or corrective maintenance performed by PMI will be billed in addition to the Agreement price on a time and materials basis.

## **F. SCHEDULED MAINTENANCE PROCEDURES:**

The following battery maintenance tasks will be performed by PMI quarterly.

1. Review Customer battery maintenance logs and make entries into customer logs.
2. Safety Checks:
  - a. Warning / hazard labels.
  - b. Operational information, placards, and labels for operation.
  - c. Eye wash and deluge shower.
  - d. Goggles, gloves and apron.
3. Provide inspection report with recommendations to Customer for any additional maintenance.
4. Perform quarterly preventive maintenance inspections as follows:
  - a. Measure and record each cell float voltage and total battery voltage using a calibrated digital voltmeter with a minimum four (4) decimal place reference.
  - b. Measure and record specific gravity (corrected to 77 degrees F) on all cells.
  - c. Record electrolyte temperature on every 10th cell and monitor the same cells over a one(1) year period.
  - d. Visually inspect conditions and appearance of the following:
    1. Cell electrolyte levels.
    2. Connection terminals, intercell unit connectors, cables and associated hardware.
    3. Cell elements.
    4. Cell covers, containers, post seals, gravity tubes, safety vents, and flash arrestors.
    5. Battery racks.
5. In addition to the above maintenance the annual inspection will include the following:
  - a. Measure and record each intercell terminal and cable connection using a micro-ohmmeter to verify that the connection resistances are within 20% of the average contact resistance.
  - b. Re-torque all battery electrical connections to manufacturer's recommendations.
  - c. Clean and neutralize all accessible cell surfaces and add battery manufacturer's approved water to the battery cells as required to maintain electrolyte levels between high and low level marks.
  - d. Verify the integrity of the battery rack hardware.
  - e. Measure and record or check the following:
    1. Measure and record every cell terminal voltage.
    2. Measure and record total voltage per cabinet/rack.
    3. Measure and record ambient room temperature.
    4. Measure and record charger current and voltage output.
    5. Check jar and cover for signs of leakage.
    6. Check for corrosion on terminal post or connector.
    7. Check for general appearance and cleanliness of battery room.

## **G. EQUIPMENT COVERED: "SEE APPENDIX I"**

## **H. ANNUAL CHARGE: "SEE APPENDIX I"**